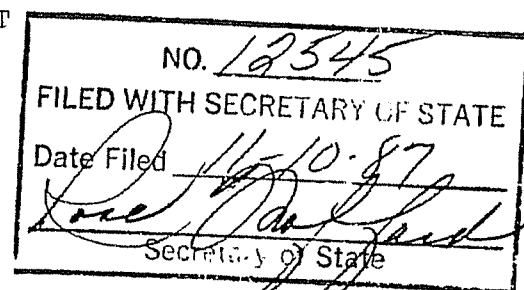


INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

MAINTENANCE AGREEMENT



THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called the "STATE," and YUMA COUNTY, ARIZONA, hereinafter called "YUMA COUNTY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 23-103 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

28-108

WHEREAS, YUMA COUNTY, acting by and through its duly elected governing body, the Board of Supervisors, has, pursuant to Resolution, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said Board of Supervisors;

WHEREAS, it is to the mutual benefit of the STATE and YUMA COUNTY to enter into an agreement specifying their respective responsibilities concerning State highway routes which are encompassed within YUMA COUNTY'S system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for all maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

2. Except as otherwise expressly provided in this Agreement, YUMA COUNTY shall have responsibility for and provide:

- a. Management of right-of-way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal

encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices and permits will be furnished to the STATE, copies of which are attached and marked as Exhibits D and E.

3. Those certain regulations captioned "Permit Regulations for Signs and Awnings" attached hereto and incorporated herein as Exhibit F shall be adhered to by YUMA COUNTY except, however, that YUMA COUNTY may enforce more restrictive regulations if authorized by law.

4. YUMA COUNTY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by YUMA COUNTY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. YUMA COUNTY will maintain the insurance for the period of this Agreement.

5. YUMA COUNTY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this Agreement.

6. As required by A.R.S. 28-641, YUMA COUNTY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all Right-of-Way Encroachment Permit operations conducted by YUMA COUNTY on State Highway right-of-way.

7. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

8. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

9. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and YUMA COUNTY (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the County of Yuma Attorney (Exhibit G) that this Agreement is in proper form and within the powers and authority granted to YUMA COUNTY under the laws of this State.

10. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

THIS AGREEMENT shall be filed with the Secretary of State and shall become effective on the date of such filing.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *A. J. Judd*
Title: Chief Deputy State Engineer
Date: October 5, 1987

YUMA COUNTY

By: *Donald B. Fortney*
DONALD B. FORTNEY
Title: DIRECTOR, YUMA COUNTY PUBLIC WORKS DEPARTMENT
Date: September 30, 1987

ATTEST: SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th day of September, 1987, by Donald B. Fortney

George B. Amarris
NOTARY PUBLIC
My Commission Expires Sept. 8, 1989



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 87-3064, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

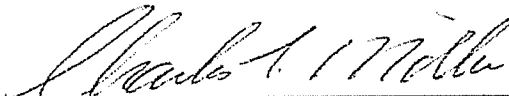
DATED this 5th day of November, 1987.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this date, October 5, 1987, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division; Yuma County, acting by and through its Board of Supervisors, enter into the Intergovernmental Agreement for the purpose of entering into a maintenance agreement concerning State highway routes which are encompassed within Yuma County's System of streets and which form necessary and convenient links in the State Highway System, which are delineated on the attached map marked as Exhibit "C". I hereby authorize the Assistant Director, Highways Division, to execute said agreement.

A handwritten signature in cursive script, appearing to read "Charles L. Miller", is written over a horizontal line.

CHARLES L. MILLER, Director
Arizona Department of Transportation



Yuma County
Yuma, Arizona

EXHIBIT B

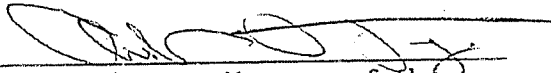
OFFICE OF THE
BOARD OF SUPERVISORS
Redondo Square
P.O. Box 1112
Yuma, Arizona 85364
Phone 782-4534

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

I, Andrew O. Torres, Clerk/County Manager of the Board of Supervisors do here-by certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held August 3, 1987.

"Upon motion and unanimous vote the Board of Supervisors authorized Director of Public Works, Donald B. Fortney, to request on their behalf, an Intergovernmental Agreement from the Arizona Department of Transportation which will allow Yuma County to issue permits to work with in State Highways as outlined in Mr. Fortneys letter to Mr. Ford, dated August 3, 1987.

In Witness Whereof I have hereunto
set my hand and affixed the
Official Seal of the Board of
Supervisors. Done at Yuma the
County seat this 3rd day of
August 1987.


Clerk/County Manager of the
Board of Supervisors

(SEAL)